

**EXHIBIT "E"****GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and **Oak Grove School District** and which is dated 11/12/2019 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: CPM Educational Program

BY: Elizabeth Coyner

Date: 11/12/2019

Printed Name: Elizabeth Coyner

Title/Position: Executive Director

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subs DocuSigned by: Joint Unified School District

BY: Amari Watkins  
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11/12/2020

Date: \_\_\_\_\_

Printed Name: Amari Watkins

Title/Position: Associate Superintendent of Business Services

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

**Name:** Elizabeth Coyner

**Title:** Executive Director

**Email Address:** orders@cpm.org

# CPM EDUCATIONAL PROGRAM PRIVACY POLICY

Last Revised: October 15, 2020

CPM Educational Program (“CPM”) respects your privacy and we are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or may be provided about you when you use our services and our practices for collecting, using, maintaining, protecting and disclosing that information. As you are using our services, we want to be clear about how we are using information and the ways in which you can protect your privacy.

## 1. Information We Collect and How We Collect It

We collect information from you when you register on and use CPM.ORG and any related subdomains, including any “Licensed Content” (as that term is defined in the [Website Terms of Use](#)), functionality and services offered on or through CPM.ORG (collectively, the Licensed Content, functionality, eBook, services and website are referred to as the “Website”). When registering on our Website, you may be asked to enter your: name, e-mail address (personal, student, or employer e-mail address), mailing address, phone number, employer (or school and school district), and/or job title. If applicable, after entering into a license agreement or Purchase Agreement with CPM, your school or school district may provide the following information to CPM about you so that you may access CPM’s Licensed Content: name, grade level, teacher, and class, school, and district. When purchasing items through our online store, you may be asked to also provide payment information (which also includes credit or debit card and billing contact information). You may, however, for some purposes visit our website anonymously.

When you visit our Website (whether by registering or anonymously), we also automatically collect usage details regarding your visit to our Website such as your Internet Protocol (IP) address and other information collected through cookies (see “*Use of Cookies*” below).

## 2. How We Use Your Information

Any of the information we collect from you may be used in one of the following ways: to personalize your experience on our Website; to improve our Website; to provide you with information you request; to improve customer service; to send you periodic emails; to allow you to access the Licensed Content, to enable you to use and review/submit work through the Website, to provide you a preview of the Licensed Content via eBook, and to complete your order of any CPM materials ordered through the online store. The email address you provide may also be used to confirm your order of CPM materials and to send you information and updates about CPM. CPM

only uses Student Records (defined below) for the purpose of providing students access to the Website pursuant to the license or Purchase Agreement or as otherwise described in this Privacy Policy.

### **3. How We Protect Your Information**

We implement a variety of security measures and provide training to responsible individuals to maintain the safety of your personal information when you enter, submit, or access your personal information, and to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted via the Internet to our Website. CPM servers are physically located within the continental United States.

### **4. Use of Cookies**

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information regarding your visit to the Website such as: your IP address; the domain from which you accessed the Website; the date, time and duration of your visit; and the pages you visited.

We use this information to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

The information we collect automatically is statistical and does not include personal information. We do not perform any behavioral tracking. For more information, please review our [Cookie Policy](#).

### **5. Disclosure of Your Information**

We do not sell, trade, or otherwise transfer to outside parties your personal information except that we may disclose your personal information under the following limited circumstances:

- To trusted third parties, described below, who assist us in operating our Website, conducting our business, or providing services to you, so long as

those parties agree to keep this information confidential and use such information only for the purpose of providing the contracted-for services;

- To comply with any law, court order or legal process, including responding to any government or, regulatory request;
- To enforce our Website policies, or protect our or other's rights, property, or safety; and
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of CPM's assets.

For the avoidance of doubt, CPM will not provide or sell to any third party any personal information in a Student Record (defined below), or engage in targeted marketing.

## **6. Categories of Third Parties Who May Receive Your Information**

- Professional Development/Workshop Online Scheduling Software Services
- Accounting and Administrative Software
- Printer and Shipping Companies
- Specialized Consulting Service Companies

## **7. When this Privacy Policy Applies**

Our Privacy Policy applies to all of the services offered by CPM via the Website, including eBooks and any other Licensed Content, eWorkspace, resources or tools available on the Website, but excludes services (including those that may be provided by third parties) that have separate privacy policies that do not incorporate this Privacy Policy. This policy applies to information we collect on this Website, in email, text and other electronic messages between you and this Website.

This policy does not apply to information collected by CPM offline or through any other means, including on any other website operated by any third party or information collected by any third party.

## **8. Your Choices Regarding Data Collection and Use**

CPM uses personal information as needed for the purpose for which it was collected or where you have consented to the use of your personal information. You can always decline to provide your personal information to CPM. Registration is not required to access our Website, however if you decline to create or use a school or user account, CPM will not be able to provide certain features and functionalities found on our

Website. You may later enable or access those features by providing CPM with the necessary personal information.

You may unsubscribe from receiving promotional email communications from CPM at any time by clicking the unsubscribe link in any e-mail.

California Children’s Privacy Rights. If you are a California resident under the age of 18, you may request removal of content or information you have posted publicly on our Website. To request deletion or de-identification of a post publicly displayed on the Website, please contact us directly at the address below in the “*Contacting Us*” section. Please understand that there may be de-identified or recoverable elements of your content or information on our servers in some form, and we will not remove content or information that we may be required to retain under applicable federal or state laws. Please see the “*Retention and Deletion of Student Records*” section below for more information.

## **9. Student Records**

Control of Student Records. Student records obtained by CPM from a “local education agency” (or its equivalent as defined by applicable law, and referred to as “school” in this section) are, and will continue to be, property of and under the control of the school. Such “**Student Records**” include any information directly related to a student that is maintained by the school or acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other school employees. Student Records do not include de-identified information (i.e., information that cannot be used to identify an individual student) collected or used by CPM: (1) to improve educational products for adaptive learning purposes and for customized student learning; (2) to demonstrate the effectiveness of CPM’s products in the marketing of those products; or (3) to develop and improve CPM’s educational websites, services, or applications.

Control and Transfer of Student-Generated Student Records. Students can generate Student Records through the use of eWorkspace via the Website. The student’s legal guardian or parent (referred to as “parent”), or the student, or the school can opt-in to the use of this functionality – the person/entity making the opt-in decision will depend on the age of the student and whether the school or parent has licensed CPM’s Licensed Content for the student’s use. Student-generated Student Records will only be retained by CPM for the duration of the applicable semester, class or program. After such time, the school will control and retain all Student Records related to the student’s use of the Website.

Ability to Correct or Access Student Records. Because the school enters and maintains the accuracy of the student roster, the school is responsible for providing the means by which parents and eligible students may review and correct erroneous information contained in a Student Record. To review, correct, update, or delete any personal information contained in a Student Record provided by the school, a parent, or eligible student should contact the school directly. If you have any questions about specific practices relating to Student Records provided to CPM by a school, please direct your questions to your school.

How CPM Ensures Security and Confidentiality of Student Records. Please see the “*How We Protect Your Information*” section above.

Notice of Unauthorized Access or Disclosure of Student Records. Please see the “*Unauthorized Access or Disclosure*” section below.

CPM’s Use of Student Records. Please see the “*How We Use Your Information*” section above.

Use or Disclosure of Student Records for Targeted Marketing. CPM does not use or disclose Student Records for targeting marketing. Please see the “*How We Use Your Information*” and “*Disclosure of Your Information*” sections above.

Retention and Deletion of Student Records. CPM certifies that Student Records shall not be retained or available to CPM upon completion of the terms of the applicable license agreement or Purchase Agreement with the school. Such certification will be enforced through the following procedure: within one (1) week following the expiration of the semester, class, or program covered by the applicable license agreement or Purchase Agreement, all data related to that class, including but not limited to personal information of a student, shall be deleted from CPM’s servers using industry best practices.

The school is responsible for managing Student Records which the school no longer needs by submitting a deletion request when the data is no longer needed. Schools should contact us at the address below in the “*Contacting Us*” section to request deletion of Student Records if deletion is needed before the end of the semester, class, or program. Please note that CPM can only comply with a school’s request to delete personal information connected with the student’s school user account (where the student uses a school email address or account login provided by the school pursuant to a license or Purchase Agreement between the school and CPM). Parents may submit deletion requests directly to us at the address below in the “*Contacting Us*” section.

Family Educational Rights and Privacy Act Compliance (“**FERPA**”). A student’s school will work with CPM to ensure compliance with FERPA by the following procedure: prior to the transmission of any Student Records, the parties will execute a license agreement or Purchase Agreement in accordance with FERPA unless the school demonstrates that the information to be provided to CPM has been designated by the school as “directory information” under FERPA.

## **10. Data Retention**

CPM will securely maintain personal information, other than Student Records, for only as long as required to satisfy applicable federal and state record retention requirements. Upon the expiration of such period of time requiring retention, the data will be securely de-identified or destroyed.

## **11. Unauthorized Access or Disclosure**

In the event of an unauthorized disclosure of a user’s personal information or Student Records (collectively, “**Records**”), CPM shall report such disclosure to the affected user(s) (or parent if applicable) within twenty-four (24) hours of learning the security, confidentiality, or integrity of such Records was, or is reasonably believed to have been, compromised. If applicable, CPM and the school or school district shall work together to provide notice to the affected individuals.

## **12. Accessing and Correcting Your Information**

At any time, you may review your personal information (or your student’s personal information) maintained by us, require us to correct or delete such information and/or refuse to permit us from further collecting or using the information. Please submit an e-mail to the address below in the “*Contacting Us*” section. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make any corrections.

## **13. Use of Website by Children Under the Age of 13 / Children’s Privacy Policy**

CPM does not permit children under the age of 13 (“**child**” or “**children**”) to create an account without the consent and at the direction of a parent or school. Please contact us at the address below in the “*Contacting Us*” section if you believe we have inadvertently collected information from a child under age 13 without the appropriate consent so that we may delete the information as soon as possible.

Applicable laws in the United States and foreign jurisdictions regarding minors require us to obtain consent from a child's parent for certain collection, use, and disclosure of the child's personal information. When CPM is used by a school in an educational setting, CPM may rely on the school to provide the requisite consent for CPM to collect information from a child, in lieu of parental consent. These Children's Privacy Policy provisions only apply to children and supplements the other provisions of this Privacy Policy which apply to teens and adults.

This section hereby notifies parents of: (1) the types of information we may collect from and about children; (2) how we use the information we collect; (3) our practices for disclosing that information; (4) our practices for notifying and obtaining parental consent when we collect personal information from children, including how parents may revoke consent; and (5) all operators that collect or maintain children's information through this Website.

Information We Collect from Children. Children can access many parts of the Website and its content and use many of its features without providing us with personal information. However, some Licensed Content eWorkspace and features are available only to registered users (which may include children) which requires us to collect certain information, including personal information, from them. In addition, we use certain technologies, such as cookies (described above), to automatically collect information from users (including children) when they visit or use the Website. We only collect as much information about a child as is reasonably necessary for the child to access and use the Website, and we do not condition a child's participation on the disclosure of more personal information than is reasonably necessary.

Information We Collect Directly. If a school contracts with CPM to make CPM's Licensed Content and Website available to its students, the school will provide CPM with certain Student Records (defined above) for the creation of user accounts or the school will create user accounts for its students.

Automatic Information Collection and Tracking. Please see the "*Use of Cookies*" section above.

How We Use Your Child's Information. We may use the personal information we collect from your child to register the child for the Licensed Content for his/her grade level or class, and provide the Licensed Content and Website for your child's use.

Our Practices for Disclosing Children's Information. Please see the "*Disclosure of Your Information*" section above.



Accessing and Correcting Your Child's Personal Information. Please see the “*Ability to Correct or Access Student Records*” and “*Accessing and Correcting Your Information*” sections above.

Operators that Collect or Maintain Information from Children. CPM does not use any third party providers who collect or maintain any information from children.

#### **14. International Users**

If you are accessing this Website from outside of the United States, your personal information may be transferred to, and be maintained on, computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and chose to provide your personal information to CPM, you are aware and hereby agree that CPM may transfer your personal information to the United States and process it there in order to perform under our contract (e.g., the applicable Terms of Use and license or Purchase Agreement) and for any other purpose for which you provide explicit, informed consent.

#### **15. Contacting Us**

If there are any questions or concerns regarding this Privacy Policy or if you would like to correct, update, delete, or request use or disclosure be limited to any personal information, you may contact us at [security@cpm.org](mailto:security@cpm.org).

#### **16. Changes to Our Privacy Policy**

If we decide to change our Privacy Policy, we will post those changes on this page and update the Privacy Policy modification date that follows. Your continued use of the Website following the effective date of such update constitutes your acceptance of the revised privacy policy. We will not make any material changes to our Privacy Policy that relate to the collection of Student Records without first giving notice to the school, and obtaining consent from the school before Student Records are used in a materially different manner than was disclosed when the information was collected.

This policy was last modified on October 15, 2020.

## EBOOK END USER TERMS OF USE

Last Revised: October 15, 2020

These eBook End User Terms of Use (“Terms of Use”) govern your use of the following Content Items which are all publications of CPM Educational Program, a California non-profit mutual benefit corporation (“Licensor” or “CPM”):

- *Supplemental Resources*
- *Core Connections, Course 1*
- *Core Connections, Course 2*
- *Core Connections, Course 3*
- *Core Connections Algebra*
- *Core Connections Geometry*
- *Core Connections Algebra 2*
- *Core Connections Integrated I*
- *Core Connections Integrated II*
- *Core Connections Integrated III*
- *Precalculus, Third Edition*
- *Pre-Calculus with Trigonometry*
- *Calculus, Third Edition*
- *Calculus, Second Edition*
- *Core Connections, Course 1, Minnesota Edition*
- *Core Connections, Course 2, Minnesota Edition*
- *Core Connections, Course 3, Minnesota Edition*
- *Core Connections Accelerated 6th Grade eGuidebook*
- *Core Connections Accelerated 7th Grade eGuidebook*
- *Core Connections Compressed Accelerated 7th Grade eGuidebook*
- *Core Connections Compressed Accelerated 8th Grade eGuidebook*
- *Core Connections Compressed Accelerated Integrated 8th Grade eGuidebook*
- *Making Connections: Foundations for Algebra Course 1*
- *Making Connections: Foundations for Algebra Course 2*
- *Algebra Connections*
- *Geometry Connections*
- *Algebra 2 Connections*

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the Purchase Agreement for the CPM Educational Program or any other applicable License Agreement (“Purchase Agreement”) between CPM and you, your school or other person or entity who owns or otherwise lawfully controls the license providing you access to the Licensed Content (“Licensee”). “We,” “us,” “our” and similar pronouns refer to CPM, its affiliates, employees, consultants and distribution partners, as appropriate.

### **Acceptance of Terms of Use**

BY ACCESSING THE LICENSED CONTENT OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE LICENSED CONTENT; (ii) AGREE TO BE BOUND AND ABIDE BY CPM’S [WEBSITE TERMS OF USE](#) AND [PRIVACY POLICY](#); AND (iii) ACCEPT THESE EBOOK END USER TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE LICENSED CONTENT.

Please review these Terms of Use carefully. If you do not understand any provision of these Terms of Use, we strongly recommend you consult legal counsel because you are entering into a binding legal contract. CPM is the owner or licensee of all rights in the Licensed Content, including its trademark, content, software, services, and intellectual property. The Licensed Content is an Internet-based and server-based source of information for use by registered teachers, students, parents, tutors and related parties (each an “End User” and collectively “End Users”) who have been supplied usernames and passwords pursuant to a Purchase Agreement. An End User’s use of any of the Licensed Content is limited in important ways.

### **Acceptance of Terms of Use for Users under 13 Years Old**

For users who are under 13 years old (or who are considered minors in their jurisdiction), the user’s parent or legal guardian (“Parent”) is responsible for accepting and complying with these Terms of Use. The Parent is also responsible for knowing such user’s unique username and password and shall ensure the Licensed Content is being used appropriately. CPM’s [Privacy Policy](#) describes the type of information that may be collected from users, and for users under 13 years old (or who are considered minors in their jurisdiction) the Parent is responsible for reviewing and understanding the [Privacy Policy](#) and [Website Terms of Use](#), and for providing consent for such users to use the Licensed Content and CPM’s Website.

### **License Grant**

Subject to your strict compliance with these Terms of Use, Licensor hereby grants you

a non-exclusive, non-transferable, revocable, limited license to access or use the Licensed Content for non-commercial educational instruction purposes (“License”) solely in accordance with the following conditions:

- The Licensed Content shall be made available to you in browser-based form only.
- The Licensed Content shall be made available for access using Chrome, Safari and Firefox. Internet Explorer is NOT supported.
- You must access the Licensed Content on a browser from a computer or mobile device that is owned, leased or otherwise controlled by you, except as otherwise stated herein.
- You must use Licensed Content for educational instruction, research or training purposes only.
- You may display the Licensed Content only to the extent expressly authorized in the Licensed Content and solely for delivery to other End Users in the course of instructing such End Users in the classroom.
- You must access Licensed Content over a secure server.
- You must enable Javascript and Cookies in your browser to access the Licensed Content.
- You must not share Licensed Content in any form with anyone other than another End User as identified herein unless expressly authorized in writing by Licensor.

The foregoing License will terminate immediately on the earliest to occur of:

- The termination of the Purchase Agreement.
- You ceasing to be authorized by Licensor and/or Licensee to use the Licensed Content for any or no reason, including expiration of the applicable semester, class or program related to the Licensed Content.
- Your breach of any term or condition of these Terms of Use.

### **Use Restrictions**

You shall not, directly or indirectly:

- Access or use the Licensed Content, except as set forth in Section 1.
- Copy, upload or download the Licensed Content, in whole or in part.
- Modify, reformat, translate, adapt or otherwise create derivative works or improvements, whether or not patentable or copyrightable, of the Licensed Content or any part thereof.
- Combine the Licensed Content or any part thereof with, or incorporate the Licensed Content or any part thereof in, any other programs or material.

- Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices included on or in the Licensed Content, including any copy thereof;
- Reverse engineer, decompile or modify Licensed Content, in whole or in part.
- Rent, lease, lend, sell, transmit, publish, sublicense, assign, distribute, transfer or otherwise commercially exploit or provide any access to or use of the Licensed Content or any features or functionality of the Licensed Content, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as service, cloud or other technology or service.
- Create or compile, directly or indirectly, a collection, compilation, database or directory from the Licensed Content.
- Use any automated downloading programs or devices to continuously and/or automatically search or index any Licensed Content.

### **Intellectual Property Rights**

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitations of Liability**

IN NO EVENT WILL CPM, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE, OR INABILITY TO ACCESS OR USE, THE LICENSED CONTENT, ANY WEBSITES OR TOOLS LINKED TO IT, ANY CONTENT ON THE WEBSITE OR TOOLS LINKED TO IT, OR ANY OTHER MATERIALS OBTAINED THROUGH THE LICENSED CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF

DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless CPM, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Licensed Content.

### **Password Use and Security**

The terms and conditions of the Purchase Agreement require End Users to enter a username to be provided by Licensee and to create a password in order to access and use the Licensed Content. You shall be responsible for all access to and use of the Licensed Content by means of your equipment or your unique username and password, whether or not you have knowledge of or authorize such access and use. Sharing your username and password with third parties is strictly prohibited.

You are solely responsible for maintaining the confidentiality of your username and password, and for all activities that occur under your username and password. You agree to immediately notify CPM at [security@cpm.org](mailto:security@cpm.org) if you become aware of or have reason to believe that there is any unauthorized use of your or any other End User's account or any other breach of security. CPM is in no way liable for any claims related to the use or misuse of your username and password due to the activities of any third party outside of our control or due to your failure to maintain the confidentiality and security of such information.

### **License Term and Termination**

The License granted to you under these Terms of Use commences on the date of your acceptance of these Terms of Use and terminates at the expiration of the applicable semester, class or program related to the Licensed Content unless terminated earlier in accordance with these Terms of Use ("License Term"). For example, this License automatically terminates if you fail to comply with any provisions of the Terms of Use. CPM, in its sole discretion, may immediately disable your access to the Licensed Content, including your username and password, upon termination of the License. Upon termination, you must immediately remove all Licensed Content from your computer, its server(s) and any other computer used by you to access the Licensed

Content and return to CPM or destroy, at CPM's option, all related documentation, passwords and any and all authorized copies thereof.

### **Updates and Support**

During the License Term, we may furnish, at our sole discretion, updates to the Licensed Content ("Updates"). Such Updates are additions and changes that we elect to make generally available to End Users without payment of additional fees or charges during the License Term and may include minor enhancements and/or revisions to correct known problems. Appropriate documentation will be included for such Updates. Such Updates shall be considered to be part of the Licensed Content. All Updates shall be subject to the terms and conditions of the Purchase Agreement and these Terms of Use. Updates do not include: (a) platform extensions including product extensions to: (i) different hardware platforms; (ii) different windowing system platforms; and (iii) different operating system platforms. We assume no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Licensed Content if you have made changes to your system hardware/software configuration. We assume no responsibility for the operation or performance of any user-written or third-party application.

During the License Term, we agree to provide support services. For support, please send an email to [support@cpm.org](mailto:support@cpm.org). CPM support services are available during business hours, 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding legal holidays.

Support services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not included in the Licensed Content; (4) live training sessions; (5) other user expenses, including hardware and related supplies; or (6) any other activity not explicitly stated above as covered.

### **Access and Links**

Internet access is required to access the Licensed Content. YOU ARE RESPONSIBLE FOR: (a) MAINTAINING ANY EQUIPMENT OWNED, CONTROLLED OR USED BY YOU TO ACCESS AND USE THE LICENSED CONTENT, AND (b) ENSURING THE ACCURACY OF DATA INPUT AND OUTPUT. The Licensed Content may contain links to websites operated by third parties. Such links are provided for your convenience only. We do not control these third party websites and assume no liability or responsibility for them, including any content or services provided to you by such websites. You should not consider any link to or from a third party website as an endorsement of any such website by us unless we expressly so state. OUR SERVICES MAY BE SUBJECT TO



LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

### **Notices**

We may give notice by means of a general notice posted on our website, email to your email address on record in our account information, or written communication sent by first class mail or pre-paid post to your address of record in our account information, at our sole option.

### **Assignment; Change in Control**

This Agreement may not be assigned by you without our prior written approval but may be assigned without your consent by us to: (a) our parent or subsidiary, (b) an acquirer of our assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void.

### **Attorneys' Fees**

If any dispute arises between the parties with respect to the matters covered by these Terms of Use which leads to any legal, equitable or administrative action or proceeding to resolve the dispute, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, including costs of investigation, expert witness fees and costs, out-of-pocket costs, and any reasonable attorneys' fees and costs that the prevailing party incurred prior to commencing the proceeding.

### **Injunctive Relief**

Any actual or threatened unauthorized access to, use or disclosure of any of the Licensed Content and any breach of these Terms of Use will cause irreparable and continuing harm to CPM, which harm cannot be adequately remedied by money damages or other remedy at law. You acknowledge that, to prevent such harm, CPM shall be entitled to temporary, preliminary and permanent injunctive relief to prevent unauthorized access to, and use or disclosure of, the Licensed Content as well as any other relief that may be appropriate. You acknowledge that these Terms of Use are reasonable and necessary to protect CPM's intellectual property rights in the Licensed Content and its legitimate business interests. You knowingly and intentionally waive any claim or defense that irreparable harm will not occur to CPM because of your actual or threatened breach of these Terms of Use, and you shall not assert such a claim or defense in any action where CPM seeks to enforce these Terms of Use. Injunctive relief shall be in addition to any other rights or remedies available to CPM.

### **Governing Law and Jurisdiction**

All matters relating to the Licensed Content and these Terms of Use and any dispute

or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any of its choice or conflict of law provisions or rules.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Licensed Content shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Sacramento and County of Sacramento. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE LICENSED CONTENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver by CPM of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CPM to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **Entire Agreement and Order of Precedence**

To the extent applicable, the Website Terms of Use, the Privacy Policy, the License Agreement, eBook Terms of Use, End User Terms of Use, and Purchase Agreement constitute the sole and entire agreement between you and CPM with respect to the Licensed Content and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Licensed Content. Should any conflict or ambiguity arise between these Terms of Use and any Other Agreement, the following order of precedence shall apply: (1) License Agreement; (2) Purchase Agreement; (3) eBook Terms of Use or End User Terms of Use, whichever is applicable, (4) Website Terms of Use; and (5) Privacy Policy.

No change or modification of these Terms of Use will be valid unless it is in writing and is signed by the parties.

**Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously and we will respond to notices of alleged copyright infringement. If you believe any materials accessible on this Website infringe your copyright, you may notify CPM by submitting written notification to [support@cpm.org](mailto:support@cpm.org).

Last Modified: October 15, 2020

## WEBSITE TERMS OF USE

Last Revised: October 15, 2020

### **Acceptance of the Terms of Use**

Welcome to the website of CPM Educational Program (“CPM”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of CPM.ORG, including any Licensed Content (defined below), functionality and services offered on or through CPM.ORG (the “**Website**”), whether as a guest or an authorized end user (collectively, “**users**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available for non-commercial educational purposes to users who generally are 13 years of age or older, and reside in the United States or any of its territories or possessions, subject to the license agreement his/her school district or school has entered into with CPM (“License Agreement”) for use of the Licensed Content (as such term is defined in the License Agreement, or if no License Agreement exists, “Licensed Content” shall mean all CPM materials, including, without limitation, discrete chapters, worksheets, text, images, video, audio, and any other content in the materials made available to users through this Website). By using this Website, you represent and warrant that you meet the applicable foregoing eligibility requirements. If you do not meet the applicable requirements, you must not access or use the Website.

### **Acceptance of the Terms of Use for Users under 13 Years Old**

For users who are under 13 years old (or who are considered minors in their jurisdiction), the user’s parent or legal guardian (“Parent”) is responsible for accepting and complying with the Terms of Use. The Parent is also responsible for knowing such user’s password (if applicable) and shall ensure the Website is being used appropriately. CPM’s [Privacy Policy](#) describes the type of information that may be collected from users, and for users under 13 years old (or who are considered minors in their jurisdiction) the Parent is responsible for reviewing and understanding the Privacy Policy, and for providing consent for such users to use the Website.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## **Accessing the Website and Account Security**

Subject to the License Agreement and other applicable agreements (including the eBook Terms of Use, End User Terms of Use, Purchase Agreement, and Privacy Policy, collectively the “Other Agreements”), we reserve the right to withdraw or amend this Website, and any service, Licensed Content, or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, by users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all users who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your username or password, or any other breach of security. You

also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

For users under 13 years old (or who are considered minors in their jurisdiction), please refer to the section entitled “*Acceptance of the Terms of Use for Users under 13 Years Old*,” above.

### **Intellectual Property Rights**

The Website and its Licensed Content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by CPM, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Unless otherwise provided in the License Agreement or any Other Agreement between CPM and your school district, school or you, these Terms of Use permit you to use the Website for your personal, non-commercial educational use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial educational use and not for further reproduction, publication or distribution or any commercial use.

You must not do any of the following without the permission of CPM:

- Modify or reformat copies of any materials or Licensed Content available on this Website.

- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site, or hold out the Licensed Content or any other materials (including, without limitation, CPM's recommended teaching methods) as your own.
- Develop your own teaching methods and hold them out as CPM-recommended methods because CPM offers extensive training for teachers and math professionals to ensure the materials are taught in a consistent manner for all students.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [support@cpm.org](mailto:support@cpm.org).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by CPM. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## **Trademarks**

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## **Prohibited Uses**

You may use the Website only for lawful educational and academic purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material in a manner which/that does not comply with its intended educational use set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate CPM, a CPM employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm CPM or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other user’s authorized use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **User Contributions**

The Website may contain message boards, forums, bulletin boards, the ability for users to link or copy the Licensed Content or materials, and other interactive features



(collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (collectively, “post”) Licensed Content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post on or through the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on or through the Website, you grant CPM, and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that (1) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to CPM and our licensees, successors and assigns; and (2) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CPM, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. CPM is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other users of the Website.

### **Monitoring and Enforcement; Termination**

CPM has the right to: (1) remove or refuse to post or allow the linking to any User Contributions for any or no reason in its sole discretion; (2) take any action (including, without limitation, any legal action) with respect to any User Contribution that CPM deems necessary or appropriate in its sole discretion; and (3) terminate or suspend your access to all or part of the Website for any or no reason.

Without limiting the foregoing, CPM has the right to fully cooperate with any law enforcement authorities or court order requesting or directing CPM to disclose the identity or other information of anyone posting any materials on or through the Website. YOU HEREBY WAIVE AND HOLD HARMLESS CPM (AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

CPM will not undertake to review all material before it is posted on or through the Website, and CPM cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, CPM assumes no liability for any action or inaction

regarding transmissions, communications or content provided by any user or third party. CPM has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote any illegal activity, or advocate, promote or assist any unlawful act, or promote any sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other protected class.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of CPM or any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Impersonate any person, misrepresent your identity or affiliation with any person or organization, or be likely to deceive or mislead any person.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that the User Contributions emanate from or are endorsed by CPM or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Website is made available for general information and educational purposes for the users. While we endeavor to provide accurate and error-free educational materials, we cannot and do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

## **Changes to the Website**

We may update the content on this Website from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material unless such obligation is provided in the applicable License Agreement or any Other Agreement.

## **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent (or for users who are under 13 years old (or who are considered minors in their jurisdiction), the Parent consents) to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for the sale of textbooks, related materials or information through the Website or as a result of visits made by you are governed by our Purchase Agreement, which is hereby incorporated into these Terms of Use.

Additional terms and conditions of any Other Agreement may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

## **Linking to the Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

You must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable any links at any time without notice in our discretion.

### **Links from the Website to Third Party Sites and Resources**

This Website includes links to content provided by third parties, which may include materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. These links are provided for your convenience only. The third party sites and resources may include advertisements, including banner advertisements and sponsored links. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by CPM, are solely the opinions and the responsibility of the person or entity providing these materials. These materials do not necessarily reflect the opinions of CPM.

We have no control over the contents of such third party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Geographic Restrictions**

The owner of the Website is based in the state of California in the United States. We provide this Website for use by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. If you are an international user of this Website, please refer to our [Privacy Policy](#) for information on how your personal information is handled.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and

accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY MATERIAL OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY MATERIALS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. OTHER THAN AS PROVIDED IN THE LICENSE AGREEMENT OR OTHER AGREEMENT, THE WEBSITE, ITS LICENSED CONTENT AND ANY OTHER MATERIAL OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CPM NOR ANY PERSON ASSOCIATED WITH CPM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, ITS CONTENT OR ANY OTHER MATERIAL OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER CPM NOR ANYONE ASSOCIATED WITH CPM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY OTHER MATERIAL OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

CPM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL CPM, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless CPM, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's Licensed Content, materials, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any of its choice or conflict of law provisions or rules.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Sacramento and

County of Sacramento. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by CPM of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CPM to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement and Order of Precedence**

To the extent applicable, the Website Terms of Use, the Privacy Policy, the License Agreement, eBook Terms of Use, End User Terms of Use, and Purchase Agreement constitute the sole and entire agreement between you and CPM with respect to the Website, the Licensed Content, and any other materials available through the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and the Licensed Content. Should any conflict or ambiguity arise between the Terms of Use and any Other Agreement, the following order of precedence shall apply: (1) License Agreement; (2) Purchase Agreement; (3) eBook Terms of Use or End User Terms of Use, whichever is applicable, (4) Website Terms of Use; and (5) Privacy Policy.

### **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously and we will respond to notices of alleged copyright infringement. If you believe any materials accessible on this

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### **Your Comments and Concerns**

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Last Modified: October 15, 2020

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